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13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 U.S. EQUAL EMPLOYMENT  
16 OPPORTUNITY COMMISSION,

17 Plaintiff,

18 vs.

19 SIERRA CREATIVE SYSTEMS, INC  
20 dba ADDRESSERS, and DOES 1-10,  
21 inclusive,

22 Defendants.

Case No.: 2:18-cv-05185-PSG-AFM

**CONSENT DECREE: ~~[PROPOSED]~~**  
**ORDER**

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**I.**

**INTRODUCTION**

Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC” or “Plaintiff”) and Defendant Sierra Creative Systems, Inc., doing business as Addressers (“Sierra” or “Defendant”) (collectively, the “Parties”) hereby stipulate and agree to entry of this Consent Decree (the “Decree”) to resolve the Commission’s complaint against Defendant in U.S. Equal Employment Opportunity Commission v. Sierra Creative Systems, Inc., et al.; Case No. 2:18-cv-05185-PSG-AFM (the “Action”). On June 12, 2018, Plaintiff filed this Action in the United States District Court, Central District of California, filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (“Title VII”). The Action alleged that Defendant discriminated against Charging Parties Herminia Esqueda, Amaranda Cedillo, and Ana Palacios and a class of female employees on the basis of sex by subjecting them to a sexually hostile work environment, quid pro quo sexual harassment, and retaliation. Sierra denies these allegations. The EEOC seeks relief on behalf of Charging Parties Esqueda, Cedillo, and Palacios and a class of female employees (collectively, “Claimants”).

**II.**

**PURPOSES AND SCOPE OF THE CONSENT DECREE**

A. This Action shall be fully and completely resolved by entry of this Consent Decree. The Decree is made and entered into by and between the EEOC and Defendant and shall be binding on and enforceable against Defendant, as well as its officers, directors, agents, successors and assigns.

B. The Parties have entered into this Decree for the following purposes:

1. To provide monetary and injunctive relief to resolve this action;
2. To ensure Defendant’s employment practices comply with the Title VII;
3. To ensure a work environment free from sex discrimination,

1 harassment and retaliation;

2 4. To ensure training for all of Defendant's employees and agents,  
3 including but not limited to its executives, management, and other employees /  
4 agents with respect to their obligations and rights under Title VII;

5 5. To ensure that Defendant provides an appropriate and effective  
6 mechanism for documenting, investigating and responding to complaints of  
7 discrimination, harassment, and retaliation complaints in the workplace;

8 6. To ensure appropriate record keeping, reporting, and monitoring; and

9 7. To avoid the expensive and protracted costs incident to this litigation.

10 **III.**

11 **RELEASE OF CLAIMS**

12 A. This Decree fully and completely resolves all issues, claims, and allegations  
13 raised by the EEOC against Defendant in this Action.

14 B. Nothing in this Decree shall be construed to limit or reduce Defendant's  
15 obligation to comply fully with Title VII or any other federal employment statute.

16 C. Nothing in this Decree shall be construed to preclude the EEOC from  
17 bringing suit to enforce this Decree in the event that any party fails to perform  
18 promises and representations contained herein.

19 D. This Decree in no way affects the EEOC's right to bring, process,  
20 investigate or litigate other charges that may be in existence or may later arise  
21 against Defendant in accordance with standard EEOC procedures. This Decree  
22 shall in no way hinder or affect an individual's right to file a charge with the  
23 EEOC or applicable state agency, participate in a federal or state investigation, or  
24 the EEOC's investigation and determinations into such charges.

25 **IV.**

26 **JURISDICTION**

27 A. The Court has jurisdiction over the Parties and the subject matter of this  
28 litigation. The Action asserts claims that, if proven, would authorize the Court to

1 grant the equitable relief set forth in this Decree.

2 B. The terms and provisions of this Decree are fair, reasonable and just.

3 C. This Decree conforms with the Federal Rules of Civil Procedure and Title  
4 VII and is not in derogation of the rights or privileges of any person.

5 D. Entry of this Decree will further the objectives of Title VII and be in the best  
6 interests of the Parties.

7 E. The Court shall retain jurisdiction of this action during the duration of the  
8 Decree for the purposes of entering all orders, judgments, and decrees that may be  
9 necessary to implement the relief provided herein.

10 **V.**

11 **EFFECTIVE DATE AND DURATION OF DECREE**

12 A. The provisions and agreements contained herein are effective immediately  
13 upon the date which this Decree is entered by the Court (the “Effective Date”).

14 B. Except as otherwise provided herein, this Decree shall remain in effect for  
15 three (3) years after the Effective Date, provided that Defendant substantially  
16 complies with the terms of this Decree. In the event that Defendant does not  
17 substantially comply, the Court may order any extension of the duration of this  
18 Decree necessary to effectuate the Decree’s purposes.

19 **VI.**

20 **MODIFICATION AND SEVERABILITY**

21 A. This Decree constitutes the complete understanding of the Parties with  
22 respect to the matters contained herein. No waiver, modification or amendment of  
23 any provision of this Decree will be effective unless made in writing and signed by  
24 an authorized representative of each of the Parties.

25 B. If one or more provisions of the Decree are rendered unlawful or  
26 unenforceable, the Parties shall make good faith efforts to agree upon appropriate  
27 amendments in order to effectuate the purposes of the Decree. If the Parties are  
28 unable to reach an agreement, the Court shall order the appropriate alternative

provisions necessary to effectuate the purposes of the Decree. In any event, the remaining provisions will remain in full force and effect.

## **VII.**

### **COMPLIANCE AND DISPUTE RESOLUTION**

A. If the EEOC has reason to believe that Defendant has failed to comply with any provision of this Consent Decree, the EEOC may bring an action before this Court to enforce the Decree. Prior to initiating such action, the EEOC will notify Defendant, its legal counsel of record, and any private counsel that Defendant may subsequently identify to the EEOC in writing, of the nature of the dispute. This notice shall specify the particular provision(s) that the EEOC believes Defendant has violated or breached. Absent a showing of harm, Defendant shall have forty-five (45) days from receipt of the written notice (“Dispute Resolution Period”) to attempt to resolve or cure the breach. The Parties will attempt to resolve the dispute without court intervention, and may agree to extend this period upon mutual consent.

B. The Parties will cooperate with each other and use their best efforts to resolve any dispute referenced in the EEOC notice.

C. Where there is a showing that a Dispute Resolution Period will cause substantial harm, the Commission may immediately initiate an enforcement action in this Court, seeking all available relief, including an extension of the duration of the Decree. Where there is no such showing, the Commission may initiate an enforcement action after the expiration of the Dispute Resolution Period.

## **VIII.**

### **MONETARY AND CLAIMANT-SPECIFIC RELIEF**

#### **A. Monetary Relief**

1. In settlement of this lawsuit, Defendant shall pay a total of six hundred and ninety thousand dollars \$690,000 (the “Settlement Amount”) within thirty (30) days of the Effective Date of this Decree.

1           2.     The EEOC has sole discretion to designate these damages as wage or  
2 non-wage damages. While the distribution of the Settlement Amount and  
3 characterization of the amount shall be at the sole discretion of the EEOC, the  
4 EEOC may consider the following factors: (i) participation in the investigation  
5 and/or litigation by a Charging Party or Claimant; (ii) the severity and frequency of  
6 the Charging Party or Claimant's allegations of sexual harassment and/or  
7 retaliation; (iii) the financial and emotional distress damages allegedly suffered by  
8 the Charging Party or Claimant; and (iv) the duration of the Charging Party or  
9 Claimant's employment with Defendant. The EEOC shall provide Defendant with  
10 a list identifying each individual's portion and amount of monetary relief, and the  
11 name and address to which each individual amount of monetary relief shall be  
12 delivered, and the characterization of the monetary relief. Defendant shall prepare  
13 and distribute the appropriate tax forms to Claimants for the appropriate amounts  
14 pursuant to IRS rules and regulations based on the exclusive characterization of the  
15 funds by the EEOC. This allocation is reasonable.

16     **B.   Specific Injunctive Relief**

17           Within thirty (30) days of the Effective Date of this Decree, Defendant shall:

18           A.     remove from the personnel files of each Claimant any references to  
19 the charges of harassment filed against Defendant or the Claimant's participation  
20 in this Action;

21           B.     to the extent that Defendant must keep records of the charges of  
22 discrimination or any Claimant's involvement in the Action in order to effectuate  
23 this Decree, such records must be maintained separately from Claimants' personnel  
24 files;

25           C.     refrain from providing negative references about Claimants, and to the  
26 extent a job reference is requested, only provide a neutral employment reference,  
27 which is limited to verifying whether the identified Claimant was employed by  
28 Defendant, the last position in which the Claimant was employed, and the duration

of employment with Defendant;

D. to the extent that a Claimant continues to work for Defendant (e.g., Amaranda Cedillo is still employed with Defendant), ensure that the Claimant does not suffer discrimination, harassment, or retaliation;

E. ensure that the Claimants, including former employees, are not prohibited from re-employment with Defendant.

## IX.

### **GENERAL INJUNCTIVE RELIEF**

#### **A. Non-Discrimination and Non-Retaliation**

1. *Non-Discrimination.* Defendant, its directors, officers, agents, successors, assigns, and all those in active concert or participation with them, or any of them, shall be enjoined from engaging in employment practices in violation of Title VII. Such employment practices include:

- (a) discriminating against persons in violation of Title VII, including sexual harassment;
- (b) engaging in or becoming a party to any action, policy or practice that discriminates against any person in violation of Title VII, including sexual harassment; or
- (c) creating, facilitating, or permitting a hostile work environment in violation of Title VII, including on the basis of sex.

2. *Non-Retaliation.* Defendant, its directors, officers, agents, management, successors, assigns, and all those in active concert or participation with them, or any of them, shall be enjoined from engaging in, implementing, or permitting any action, policy or practice that retaliates against any current or former employee or applicant because he or she has:

- (1) opposed any practice that he or she believed to be discriminatory, harassing or retaliatory;
- (2) filed a charge with the EEOC alleging such a practice;

(3) testified or participated in any manner in any investigation (including any internal investigation undertaken by Defendant), proceeding in connection with this case and/or relating to any claim of a Title VII violation;

(4) was identified as a possible witness or claimant in this Action;

(5) asserted any rights under this Decree; or

(6) sought and/or received any relief in accordance with this Decree.

**B. Posting**

Within ten (10) business days after the Effective Date and throughout the term of this Decree, Defendant shall post the notice (attached as “Exhibit A”) of the terms of this Decree in the location where state and federal workplace posters are placed. Defendant shall also post a Spanish translation of the Notice, provided by the EEOC, alongside the English version of the Notice throughout the duration of the Decree.

**C. Equal Employment Opportunity Consultant**

Within thirty (30) days after the Effective Date, Defendant shall retain an external Equal Employment Opportunity Consultant (“Consultant”) from a list of at least three names provided by the EEOC to monitor Defendant’s compliance with Title VII and this Decree. The Consultant shall have demonstrated experience in the area of employment discrimination and sex harassment issues and be bilingual in Spanish and English. Defendant shall bear all costs associated with the selection and retention of the Consultant and the performance of the Consultant’s duties. For the term of the Decree, the Consultant’s responsibilities shall include:

1. Reviewing and/or revising Defendant’s policies and procedures, including its complaint procedures relating to harassment, discrimination and retaliation to ensure that they fully comply with Title VII and all requirements set forth in this Decree;



1           2.     Ensuring that all employees, including management, supervisory, and  
2 human resources employees and designate agents, are trained regarding their rights  
3 and responsibilities under Title VII and this Decree, including the responsibility to  
4 provide a workplace free of discrimination, harassment and retaliation, in a  
5 language easily understandable to employees;

6           3.     Ensuring that all employees, including management, supervisory, and  
7 human resources employees and designated agents, are trained on Defendant's  
8 revised policies and procedures relating to discrimination, harassment and  
9 retaliation, in a language easily understandable to employees;

10          4.     Ensuring that all human resources employees and designated agents  
11 have the skill level to effectuate the requirements of Title VII and of this Decree;

12          5.     Conducting investigations of all complaints of discrimination,  
13 harassment or retaliation to ensure compliance with Title VII and this Decree;

14          6.     Ensuring that Defendant properly communicates with complainants as  
15 required by this Decree;

16          7.     Ensuring that Defendant creates a centralized system of tracking  
17 discrimination, harassment and retaliation complaints, as required by this Decree;

18          8.     Ensuring that Defendant's performance and discipline policies hold  
19 employees and managers, including human resource personnel, accountable for  
20 failing to take appropriate action regarding incidents of discrimination, harassment  
21 or retaliation, or for engaging in conduct prohibited under Title VII or this Decree;

22          9.     Conducting audits, as set forth below, to ensure that Defendant's  
23 employees, managers, supervisors, and leads are held accountable and to reinforce  
24 Defendants' zero tolerance policy with respect to harassment and retaliation;

25          10.    Conducting interviews and/or surveys of personnel and authority to  
26 follow up if potential discrimination, harassment, and/or retaliation is identified;

27          11.    Preparing an annual report on Defendant's compliance with Title VII  
28 and this Decree;

1           12. Ensuring that Defendant accurately compiles and timely submits all  
2 reports by required this Decree;

3           13. Monitoring Claimants, class members and/or witnesses who  
4 participated in this lawsuit and who continue to be employed by Defendant,  
5 particularly Amaranda Cedillo (Charging Party and current employee of  
6 Defendant) to ensure that they have not been subjected to any retaliation or  
7 harassment. Defendant shall provide the Consultant's contact information to these  
8 individuals. Consultant shall attempt to contact these individuals at least every  
9 four (4) months;

10          14. Ensuring that Defendant's Human Resources has an open door policy,  
11 and is easily accessible to the employees;

12          15. Further ensuring Defendant's full compliance with the spirit and the  
13 letter of the terms of this Decree.

14           **D. EEO Compliance Audits**

15          The Consultant shall conduct annual unannounced audits at Defendant's  
16 worksite to ensure that managers are held accountable and to encourage employees  
17 to report problems of harassment, discrimination, or related retaliation.

18          For annual audits, Consultant/Auditor shall distribute surveys in English and  
19 Spanish. The audits shall occur after the final policies and complaint procedures  
20 are distributed to the employees and after the initial training to ensure that the  
21 policies and procedures have been received by the employees and to ensure  
22 compliance with the anti-harassment and anti-retaliation policies and procedures.  
23 At a minimum, the audit shall seek information regarding whether the employee  
24 has experienced or witnessed sexual harassment or retaliation during the one year  
25 time period covered by the audit. The audits shall instruct the employees to return  
26 their responses directly to the EEO Compliance Coordinator via their personal  
27 email and/or in a pre-addressed stamped envelope to be provided with the audit. To  
28 ensure employee input, the surveys will be distributed and collected outside the

1 presence of any person with a supervisory role and without their advance  
2 knowledge. Consultant shall submit a full report to the EEOC regarding employee  
3 feedback.

4 Any conduct signaling a sexual harassment, hostile work environment, or  
5 retaliation issue will require that Consultant interview employees to determine  
6 compliance with anti-harassment and retaliation policies and procedure and  
7 recommend prompt and effective remedial action as appropriate. The results of the  
8 more detailed audit shall be evaluated by the Consultant and submitted to the  
9 EEOC in the annual report as set forth below.

10 **E. Policies Concerning Discrimination, Harassment and Retaliation**

11 1. Within thirty (30) days after the Effective Date, Defendant shall  
12 draft or review and then revise its policies and procedures on discrimination,  
13 harassment and retaliation and complaints (“Final Policy”) as described below.

14 2. The policies and procedures on discrimination, harassment and  
15 retaliation shall include a clear explanation of prohibited conduct in violation of  
16 Title VII, including sexual harassment, hostile work environment based on sex,  
17 discrimination, and retaliation, with several examples of each.

18 3. A description of the internal complaint procedure shall clearly  
19 state that:

20 (a) an employee who believes that he or she has suffered  
21 discrimination, harassment or retaliation may file an internal complaint using  
22 Defendant’s internal complaint procedure, or may file an external complaint to any  
23 appropriate person or agency, or both;

24 (b) employees may initiate an internal complaint verbally or  
25 in writing to any manager, executive or human resources representative, and no  
26 special form is required;

27 (c) employees may complain via a hotline to be established  
28 by Defendant and monitored by Consultant;

1 (d) employees may submit anonymous complaints;  
2 (e) Defendant shall not tolerate retaliation against any  
3 employee for use of the internal complaint procedure or any external complaint  
4 procedure, for assisting in the investigation of a complaint or for otherwise  
5 assisting in a complaint, and as such Defendant shall check in with complaining  
6 employee following their complaint to ensure no retaliation has occurred;  
7 (f) the internal complaint procedure does not replace the  
8 right of any employee to file a charge or complaint of discrimination, harassment  
9 or retaliation under any available municipal, state, or federal law. The procedures  
10 shall provide contact information for EEOC and state and local Fair Employment  
11 Practice (FEP) agencies; and  
12 (g) if an allegation of discrimination or retaliation against  
13 any employee is substantiated, then such conduct will result in appropriate  
14 discipline, up to and including discharge.

15 4. The internal complaint procedure shall lay out Defendant's  
16 responsibilities, including that Defendant will:

17 (a) maintain the confidentiality of the complaint, complainant and  
18 investigation to the fullest extent possible;

19 (b) take every reasonable step to promptly resolve complaints;

20 (c) promptly commence a thorough investigation that shall be  
21 conducted by a person trained to conduct such investigations;

22 (d) interview all relevant witnesses, including the complainant, and  
23 review all relevant documents;

24 (e) provide opportunity for the complainant to review and respond  
25 to non-confidential tentative findings, except in those circumstances in which it is  
26 necessary to take immediate action;

1 (f) communicate with the complainant (preferably in writing)  
2 regarding the status of the complaint, investigation, results of the investigation and  
3 any remedial action taken;

4 (g) track investigations and maintain written records of all  
5 investigatory steps, any findings or conclusions of the investigation and any  
6 remedial actions taken; and

7 (h) notify complainant of its findings within thirty (30) days of  
8 completing its investigation.

9 8. Defendant's managers and human resources personnel shall have an  
10 open door policy, and be easily accessible to the employees. Managers and human  
11 resources personnel shall be available to receive complaints from the employees  
12 during normal business working hours with or without appointments.

13 9. The Consultant shall track all complaints filed under the revised  
14 internal complaint procedures and retain records regarding investigation and  
15 resolution of all such complaints, including but not limited to those complaints  
16 made through the Hotline. The Consultant shall also ensure that Defendant  
17 publicizes the revised internal complaint procedures, and shall monitor  
18 Defendant's investigation and resolution of any complaints made.

19 10. The Final Policy shall also include assurance that Defendant shall:

20 (a) hold all employees, including management and human  
21 resources employees, accountable for engaging in conduct prohibited under Title  
22 VII or this Decree;

23 (b) hold all management and human resources employees  
24 accountable for failing to take appropriate action to address incidents of  
25 discrimination, harassment, or retaliation, clearly stating that (1) management's  
26 failure to adhere to the reporting steps will be subject to discipline, and (2) the duty  
27 to act is triggered by knowledge of incidents or complaints of discrimination,  
28 harassment, or retaliation, and does not require a complaining employee; and

1 (c) state that Defendant has a zero-tolerance policy with respect to  
2 discrimination, harassment, and retaliation.

3 11. The Final Policy shall be distributed in English and in Spanish.

4 **F. Finalizing and Distribution of Final Policy**

5 1. Within thirty (30) days after the Effective Date, Defendant shall  
6 provide the Commission with a copy of the above described Final Policy and the  
7 Spanish translation of it.

8 2. Upon receipt, the EEOC shall have thirty (30) days to review and/or  
9 comment on the revised Policy.

10 3. If the EEOC does not provide comment within thirty (30) days of  
11 receiving the revised policy, Defendant shall on an annual basis distribute the Final  
12 Policy, to all employees, including management and human resources employees.  
13 Defendant shall also distribute the Final Policy to new employees. Defendant shall  
14 have each employee who receives a copy of the Final Policy sign a form  
15 acknowledging receipt.

16 4. Throughout the term of this Decree, Defendant shall post the Final  
17 Policy alongside other federal and state workplace postings. Defendant shall post a  
18 Spanish translation of the Final Policy alongside the English version for the  
19 duration of the Decree.

20 **G. Training**

21 1. *Training for all employees*

22 Within ninety (90) days of the Effective Date, and annually thereafter for the  
23 duration of this Decree, Defendant shall provide live trainings, lasting at least two  
24 hours in duration, to *all* employees, including President Moon. When scheduling  
25 the live training, Defendant shall ensure that President Moon and 75% of  
26 Defendant's non-supervisory employees attend each live training. An employee  
27 may be excused from attending the live training due to business necessity,  
28 disability or sudden illness. If President Moon is unable to attend or more than

1 25% of Defendant's non-supervisory employees are unable to attend the live  
2 training, Defendant shall reschedule the live training. For those unable to attend  
3 the live training due to business necessity, disability or illness, Defendant shall  
4 provide an alternative training session within ninety (90) days of the initial training  
5 that is either (a) live and interactive; or (b) a video recording of the live training  
6 plus an interactive component. Within ninety (90) days of the hire date of any  
7 employee hired after the annual training but within the term of the Decree,  
8 Defendant shall provide an alternative training session that is either (a) live and  
9 interactive; or (b) a video recording of the live training with an interactive  
10 component.

11 The training is mandatory and all persons shall verify their attendance in  
12 writing. Defendant shall maintain copies of training sign-in sheets for the duration  
13 of the Decree.

14 The trainings shall be conducted in a language the attending employees  
15 understand and shall cover federal employment discrimination laws with a  
16 particular emphasis on sex discrimination and harassment and retaliation;  
17 employees' rights and responsibilities under Title VII and this Decree; and  
18 Defendant's Final Policy. The trainings shall have interactive components and  
19 include examples of prohibited conduct, to ensure understanding by the employees,  
20 and include a work place civility component.

## 21 2. *Management and Human Resources Training*

22 Within sixty (60) days of the Effective Date and annually thereafter for the  
23 duration of this Decree, Defendant shall provide an additional live training to its  
24 managers, supervisors, hiring officials, human resources, executives, and any other  
25 person involved in operating or managing Defendant's business, including  
26 President Moon. The training shall be at least two hours in duration. When  
27 scheduling the live training, Defendant shall ensure that President Moon and at  
28 least 75% of all managers, supervisors, hiring officials, human resources,



1 executives, and persons involved in operating or managing Defendant's business  
2 attend each live training. An employee may be excused from attending the live  
3 training due to business necessity, disability or sudden illness. If President Moon  
4 is unable to attend or more than 25% of Defendant's non-supervisory employees  
5 are unable to attend a living training, Defendant shall reschedule the live training.  
6 For those unable to attend the live training due to business necessity, disability or  
7 illness, Defendant shall provide an alternative training session within ninety (90)  
8 days of the training that is either (a) live and interactive; or (b) a video recording  
9 of the live training with an interactive component. Within ninety (90) days of the  
10 hire date or promotion of any manager, supervisor, hiring official, or human  
11 resources staff member, or executive hired after the annual training but within the  
12 term of the Decree, Defendant shall provide a live or online training.

13 The training is mandatory and all persons shall verify their attendance in  
14 writing. Defendant shall maintain copies of training sign-in sheets for the duration  
15 of the Decree.

16 The management-level trainings shall be conducted in a language the  
17 employees understand and cover how to properly handle and investigate  
18 complaints of discrimination, harassment and retaliation in a fair and neutral  
19 manner; how to take preventive and corrective measures against discrimination,  
20 harassment, and retaliation; and how to recognize and stop discrimination,  
21 harassment, and retaliation; and shall focus on effective responses and/or  
22 investigations and include role playing on how to handle scenarios and emphasize  
23 accountability of management. The training will also focus on Defendant's Final  
24 Policy and the consequences for managers that fail to document and investigate  
25 incidents or complaints of discrimination, harassment or retaliation which they  
26 become aware of or witness.

### 27 3. *Verification of Training*

28



1 The EEOC shall have the right to attend any trainings described in the  
2 Decree and to review training materials conducted while this Decree is in effect.  
3 For trainings occurring during the term of the Decree, sixty (60) days prior to any  
4 training, Defendant shall provide written notice to EEOC including the time,  
5 location, name and contact information of the trainer and the training materials to  
6 be used and/or distributed. The written notice shall be sent via U.S. Mail to the  
7 attention of Anna Y. Park, Regional Attorney, U.S. Equal Employment  
8 Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles,  
9 California, 90012. Defendant shall work with the EEOC to effectuate any  
10 modifications proposed by the EEOC to the training materials or chosen trainer.

11 Within ninety (90) days of the Effective Date and annually thereafter for the  
12 duration of this Decree, Defendant shall produce to the EEOC documents verifying  
13 the occurrence of all training sessions conducted as required under this Decree,  
14 including the written training materials used, a description of the training provided,  
15 and a list of the individuals who conducted the training. The written training  
16 materials obtained pursuant to this Consent Decree will not be made publicly  
17 available and the EEOC will not share the materials with any third party.  
18 Defendant shall also produce to the EEOC a list of the names and job titles of  
19 attendees at each live training and at each alternative training session. For persons  
20 attending the alternative training session, Defendant shall also provide the  
21 permitted reason that each individual was excused from attending the live session.

#### 22 **H. Performance Evaluations for EEO Compliance**

23 Within thirty (30) days of the Effective Date, Defendant shall create a  
24 provision in the annual performance evaluation of its managers, supervisors, and  
25 human resources personnel to hold individuals accountable for failing to  
26 appropriately remedy or report incidents of harassment/discrimination, or  
27 retaliation for engaging in harassment/discrimination or retaliation, and for failing  
28 to comply with Defendant's Final Policy.

Within thirty (30) days of the Effective Date, Defendant shall create a telephonic hotline, in which employees can make complaints about discrimination, harassment and/or retaliation. The hotline shall be monitored by the Consultant on at least a bi-weekly basis. The Consultant shall provide necessary information to Defendant, who shall conduct a prompt and effective investigation with input and guidance from the Consultant. The Consultant shall be permitted to discuss with the EEOC any concerns that may arise from the creation, maintenance, actions taken as a result of the hotline, or any other matters arising from the hotline.

## RECORDKEEPING

A. all documents generated through the duration of the Decree in connection with Defendant's compliance with the Decree;

B. all forms acknowledging employees' receipt of Defendant's Final Policy;

D. all documents generated in connection with the monitoring,

1 counseling, and disciplining of employees whom Defendant determined to have  
2 engaged in behavior that may be discriminatory, harassing, and/or retaliatory; and

3 E. all documents generated in connection with the discipline of any  
4 Charging Party or Claimant still employed by the defendant.

5 Defendant shall make such records available for the EEOC's inspection  
6 during the term of this Decree, within thirty (30) days of the EEOC's written  
7 request. To the extent any documents are withheld based on a claim of privilege,  
8 Defendant will provide the EEOC with a privilege log. Witness interviews shall  
9 not be withheld based on privilege.

## 10 **XII.**

### 11 **REPORTING**

12 During the term of this Decree, Defendant, through the Consultant, shall  
13 prepare an annual report on its progress and its compliance under this Decree and  
14 send to the EEOC in writing by mail or electronic mail. The annual reports shall  
15 include:

#### 16 **A. Reports regarding policies and procedures**

17 1. a copy of the Final Policy, and a statement whether any policies  
18 or procedures have been revised since the previous report;

19 2. a summary of the procedures and record-keeping methods  
20 developed with the Consultant for centralized tracking of discrimination,  
21 harassment and retaliation complaints and the monitoring of such complaints, and  
22 a statement whether any policies or procedures have been revised since the  
23 previous report;

#### 24 **B. Reports regarding incidents of discrimination, harassment or** 25 **retaliation**

26 1. a description of all sex discrimination, harassment or retaliation  
27 allegations made, investigated or resolved since the previous report. This  
28 description shall include the names of the individuals alleging discrimination or

1 retaliation; the nature of the complaint; the names of the alleged perpetrators of  
2 discrimination or retaliation, including whether the alleged perpetrator is a  
3 manager and/or has been the subject of any previous complaints of harassment or  
4 discrimination; the dates of the alleged discrimination or retaliation; the status of  
5 the investigation and/or explanation of how each complaint was resolved; the  
6 identity of the employee(s) who investigated and/or resolved each complaint; and  
7 the identities of any supervisor, human resource personnel, or other individual  
8 involved in making any determinations about the complaint; most recent contact  
9 information for each witness identified by the complainant and/or investigation;  
10 and the status of Defendant's investigation.

11 2. a copy of all reports, complaints, or statements regarding sex  
12 discrimination, harassment or retaliation.

13 **C. Reports regarding notice of consent decree and training**

14 1. a statement confirming that the Notice of Consent Decree and  
15 Final Policy is posted alongside other federal and state workplace posters;;

16 2. a statement confirming all training completed since the  
17 previous report;

18 3. a statement confirming that Defendant has complied with  
19 Section IX. "Claimant Specific Injunctive Relief."

20 4. a statement confirming that since the previous report, it held  
21 managers accountable for not reporting complaints of sexual harassment and/or  
22 retaliation, and also for rewarding those managers who did report correctly as part  
23 of its reporting process;

24 5. complete attendance lists for all live training sessions  
25 conducted since the previous report;

26 6. complete attendance lists for all alternative training sessions  
27 conducted since the previous report, including the reasons each individual was  
28 unable to attend the live training session; and

7. a copy of training materials used to comply with the training requirements of the Decree since the previous report.

**D. Reports regarding employees**

1. a complete employee list, including dates of employment, job title, department, and supervisor; and

2. acknowledgements of receipt of the Final Policy for all employees signed since the previous report

**D. Reports regarding audits**

1. copies of all anonymous surveys since the prior report; and

2. a summary of investigations conducted as a result of those surveys.

**XII.**

**COSTS OF ADMINISTRATION AND IMPLEMENTATION**  
**OF CONSENT DECREE**

Defendant shall bear all costs associated with the administration and implementation of its obligations under this Consent Decree. Consultant shall notify Defendant and the EEOC each time the Consultant's fees and costs incrementally reach or exceed ten thousand dollars (\$10,000.00). Any individual project that the Consultant anticipates will cost more than five thousand (\$5,000) in fees and costs must be approved in advance by both the EEOC and Defendant. If the Defendant believes that the Consultant's fees and costs are excessive or unreasonable, it shall have the right to ask the EEOC to collaborate in the selection of a new Consultant. If the EEOC disputes that the Consultant's fees and costs have been unreasonable, the Defendant has the right to seek court intervention following the Dispute Resolution Period outlined in Section VIII on both the extent of the Consultant's plan of work and the relative reasonableness of her or his proposed fees and costs.

**XII.**

1 **COSTS AND ATTORNEYS' FEES**

2 Each party shall bear its own costs of suit and attorneys' fees.

3 **XIII.**

4 **MISCELLANEOUS PROVISIONS**

5 A. During the term of this Consent Decree, Defendant shall provide any  
6 potential successor-in-interest with a copy of this Consent Decree within a  
7 reasonable time of not less than thirty (30) days prior to the execution of any  
8 agreement for acquisition or assumption of control of Defendant, or any other  
9 material change in corporate structure, and shall simultaneously inform the EEOC  
10 of same.

11 B. During the term of this Consent Decree, Defendant shall ensure that each of  
12 its directors, officers, human resources personnel, managers, and supervisors is  
13 aware of any term(s) of this Decree which may be related to his/her job duties.

14 C. Unless otherwise stated, all notices, reports and correspondence required  
15 under this Decree shall be delivered to the attention of Anna Y. Park, Regional  
16 Attorney, U.S. Equal Employment Opportunity Commission, 255 East Temple  
17 Street, 4th Floor, Los Angeles, CA, 90012; facsimile number (213) 894-1301.

18 D. The Parties agree to entry of this Decree and judgment subject to final  
19 approval by the Court. All parties, through the undersigned, respectfully apply for  
20 and consent to this entry of this Consent Decree Order.

21 **E. XIII.**

22 **COUNTERPARTS AND FACSIMILE SIGNATURES**

23 This Decree may be signed in counterparts. A facsimile signature shall have  
24 the same force and effect of an original signature or copy thereof.  
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Respectfully submitted,

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

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4  
5 Date: 2/28/20  
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By:   
Anna Y. Park  
Attorneys for Plaintiff EEOC

8  
9 GORDON & REES

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12 Date: 2/28/2020  
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By:   
Attorney for Defendant Sierra  
Creative Systems, Inc.

14  
15  
16 Date: \_\_\_\_\_  
17

By: \_\_\_\_\_  
Kent Moon  
Representative of Defendant Sierra  
Creative Systems, Inc.

Respectfully submitted,

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

Date: \_\_\_\_\_

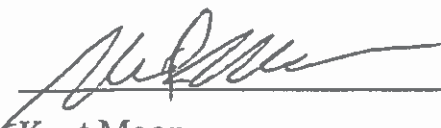
By: Anna Y. Park  
Attorneys for Plaintiff EEOC

GORDON & REES

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney for Defendant Sierra  
Creative Systems, Inc.

Date: 2/27/2020

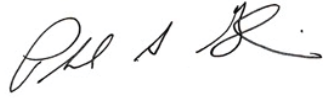
By:   
Kent Moon  
Representative of Defendant Sierra  
Creative Systems, Inc.



1 **~~[PROPOSED]~~ ORDER**

2 The provisions of the foregoing Consent Decree are hereby approved and  
3 compliance with all provisions thereof is HEREBY ORDERED.

4  
5 Date: 3/2/20

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7 \_\_\_\_\_  
8 The Honorable Philip S. Gutierrez  
9 United States District Court Judge  
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